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## County of Los Angeles COMMUNITY AND SENIOR SERVICES

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*Enriching Lives Through Effective And Caring Service*



css.lacounty.gov

Cynthia D. Banks  
Director  
Otto Solórzano  
Chief Deputy

June 24, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

19 June 24, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **DELEGATE AUTHORITY TO REVISE AND OR DELETE STANDARD CONTRACT LANGUAGE FOR AGREEMENTS WITH GOVERNMENTAL ENTITIES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

Community and Senior Services (CSS) seeks delegated authority to: 1) revise the standard County contract provision for Indemnification in all Intermediary Agreements with the City of Los Angeles Economic and Workforce Development Department to provide Los Angeles County Youth Jobs Program (LA Youth Jobs) services to the Youth of Los Angeles; and 2) delete, modify or substitute specific standard County contract provisions, listed in Attachment I, for all Intermediary Agreements with City of Los Angeles Economic and Workforce Development Department to provide LA Youth Jobs Program services to the Youth of Los Angeles; 3) execute and or amend Intermediary Agreements with the six Workforce Investment Boards (WIBs) in Los Angeles, nineteen (19) County contractors, and future contracts to provide employment and training services to adults and other target populations.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of CSS, or designee, to revise the standard County contract Indemnification provision as listed in Attachment I, in all current Intermediary Agreements with the City of Los Angeles Economic and Workforce Development Department to provide LA Youth Jobs Program services to Youth in Los Angeles as well as any other future Intermediary Agreements with the City of Los Angeles which may include adult participants and other target populations.
2. Delegate authority to the Director of CSS, or designee, to delete, modify or substitute specific standard County contract provisions, listed in Attachment I, in all current Intermediary

Agreements with City of Los Angeles Economic and Workforce Development to provide LA Youth Jobs Program services as well as any other future Intermediary Agreements with the City of Los Angeles which may include adult participants and other target populations, in recognition of the City of Los Angeles as a governmental agency.

3. Delegate authority to the Director of CSS, or designee, to execute or amend the following: Current or future Intermediary Agreements with six (6) WIBs in Los Angeles, contracts with nineteen (19) current County contractors, and any future County contracts to provide employment and training services to adult participants and other target populations.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On March 25, 2014, the Board approved a motion for CSS to enter into Intermediary Agreements with six (6) Los Angeles-area WIBs (South Bay, Verdugo, City of Los Angeles Economic and Workforce Development, Long Beach, SELECO and Foothill) to provide employment and training services to CalWORKs youth and other youth throughout the County. CSS is requesting delegated authority from the Board to revise contract provisions in current and future Intermediary Agreements with City of Los Angeles Economic and Workforce Development for LA Youth Jobs Program services and provide employment and training services to adult participants and other target populations including contracts with the nineteen (19) current County contractors. Current County contract provisions are non-applicable or need revisions to accommodate contracting with with an entity such as the City of Los Angeles Economic and Workforce Development Department, which has its own contracting requirements with service providers. Additionally, delegated authority is requested to execute Intermediary Agreements to provide employment and training services to adult participants and other target populations, as the original Board Motion allowed for the provision of services to youth exclusively. The contractual revisions in recommendations 1 and 2 will affect only the City of Los Angeles' Economic and Workforce Development Department and not the duties of any subcontractors thereunder unless the City of Los Angeles Economic and Workforce Development Department demonstrates it has contracting provisions substantially similar to the County's standard terms and conditions.

### **Implementation of Strategic Plan Goals**

The recommended actions support the Countywide Strategic Plan Goals: Goal 1: Operational Effectiveness.

### **Performance Measures**

The success of the Employment Programs will be measured on program-specific requirements as mandated by the funding source. These program requirements include, but are not limited to, placement into unsubsidized employment and job retention.

### **FISCAL IMPACT/FINANCING**

The funding for the LA Youth Jobs Program was made available through a blend of funds from the Department of Public and Social Services and the County. These funds are included in the Department's FY 2014-15 Proposed Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Los Angeles County has been highly effective in creating part-time summer job opportunities for its youth. Since 2009, the County has created employment opportunities for over 12,000 youth across our communities. Despite this, the unemployment rate for youth is on the rise and is alarmingly high in both California and Los Angeles County at 32 percent. This statistic underscores the importance of subsidized employment for economically disadvantaged youth such as those who are low-income, in foster care, on probation or receiving CalWORKs or General Relief. The Board Motion on March 25, 2014, sponsored by Supervisor Knabe, allowed CSS to execute Intermediary Agreements with six (6) WIBs. Some specific County contract provisions are non-applicable or need revisions to reflect the City of Los Angeles' Economic and Workforce Development Department's status and existing provisions the City uses as part of its contracts. CSS has worked with County Counsel and CEO/Risk Management to draft contract language changes in the current and future Intermediary Agreements with the City of Los Angeles Economic and Workforce Development Department. In addition, CSS will provide employment and training services to adult participants and other target populations and therefore will execute or amend, to expand current and future Intermediary Agreements and contracts with the six (6) WIBs, nineteen (19) current County contractors, to include these populations.

### **CONTRACTING PROCESS**

A Board motion sponsored by Supervisor Knabe was approved by the Board on March 25, 2014 to execute Intermediary Agreements with the six (6) WIBs to ensure employment and training services were available to CalWORKs and other youth throughout the County. CSS released and executed new Work Orders with nineteen (19) contractors currently on the CSS Workforce Investment Area (WIA) Youth Master Agreement to serve youth residing in the Los Angeles County WIA. CSS will continue to inform your Board of the execution of any new Intermediary Agreements.

### **MONITORING**

CSS will ensure that all approved contractors are monitored for contract compliance and adherence to administrative, programmatic, and fiscal requirements. All contractors will be monitored for programmatic compliance through the Department's Contract Compliance Division.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions will ensure part-time employment and training services will be provided to CalWORKs and other youth throughout the County.

### **CONCLUSION**

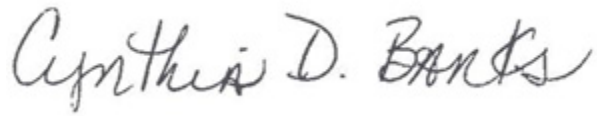
Should you have questions, please contact Chris Frau at (213) 351-5090 or [cfrau@css.lacounty.gov](mailto:cfrau@css.lacounty.gov).

The Honorable Board of Supervisors

6/24/2014

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Respectfully submitted,

A handwritten signature in dark ink, reading "Cynthia D. Banks". The signature is written in a cursive, flowing style.

CYNTHIA D. BANKS

Director

CDB:OS:PG:

CD:CF

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

## ATTACHMENT I

Identifying those sections to be modified in Intermediary Agreement with the  
City of Los Angeles Workforce Investment Board

### 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing Services under this Contract, who is in a designated sensitive position as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. For purposes of this Contract, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Contractor or other individuals who perform Services on behalf of Contractor pursuant to this Contract.

#### **Paragraph 7.4.1 to be deleted and replaced as follows:**

7.4.1 For the purposes of this Contract, Contractor shall abide by the requirements of City of Los Angeles Contracting Ordinance Section 425, **Security Clearance and Tuberculosis Test of Staff and Volunteers**, as follows:

Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth. Contractor hereby certifies that by signing this Agreement, Contractor shall have tuberculosis (TB) tests completed on any staff member working with youth. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

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### **8.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

#### **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

##### **8.12.1 Responsible Contractor**

8.12.1.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity and experience to satisfactorily perform this Contract. It is County's policy to conduct business only with responsible contractors.

##### **8.12.2 Los Angeles County Code Chapter 2.202**

8.12.2.1 Contractor is hereby notified that, in accordance with Los Angeles County Code Chapter 2.202, if County acquires information concerning the performance of Contractor on this or other contracts that indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

##### **8.12.3 Non-responsible Contractor**

8.12.3.1 County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

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### **Paragraph 8.12 to be deleted and replaced as follows:**

8.12 For the purposes of this Contract, Contractor shall abide by the requirements of City of Los Angeles Contracting Ordinance Section 421, as follows:

#### **§421 Contractor Responsibility Ordinance**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq.. of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract including, but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to: (1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of Section 10.40.3 (a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

### **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

**8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall

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provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 8.24 and Paragraph 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

#### **Paragraph 8.24.1 to be deleted and replaced as follows:**

**8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 8.24 and Paragraph 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract. The Contractor, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to County after execution of this Agreement at County's request.

#### **8.26 LIQUIDATED DAMAGES**

8.26.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction shall be determined as follows: when this Contract is funded for one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be 0.25% of the Maximum Contract Sum; or when this Contract is funded for more than one (1) Fiscal Year or Program Year term then a



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reasonable estimate of such damages per day per infraction shall be 0.25% of the Maximum Annual Contract Sum. In either case, Contractor shall be liable to County for liquidated damages in said amount and this amount shall be deducted from County's payment to Contractor.

**Paragraph 8.26.2.2 to be deleted and replaced with:**

8.26.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction shall be determined as follows: when this Contract is funded for one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be .0025% of the Maximum Contract Sum; or when this Contract is funded for more than one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be .0025% of the Maximum Annual Contract Sum. In either case, Contractor shall be liable to County for liquidated damages in said amount and this amount shall be deducted from County's payment to Contractor.